

**REQUEST FOR PROPOSAL (RFP) TEMPLATE**  
**FOR**  
**PROFESSIONAL SERVICES**

Instructions to Users

This RFP template is provided as a model to be used when procuring professional services. However, the document will need to be tailored to suit your particular project. As such, provisions or sections of the document may need to be added or removed and renumbered. The document contains instructions to you, the user, in *italics* and in footnotes. **Please remember to remove the instructions from the final document you create.** However, do not delete anything from the Discretionary Contracts Disclosure Form or the SBEDA Forms. These are official City of San Antonio (COSA) forms and must not be altered.

If you amend your RFP after it is released, you are encouraged to post any and all amendments on the City's website. If you do not wish to do so, you will have to alter the section entitled "Amendments to RFP". However, if it would be more practical, you may provide the amendments in whatever form in which the RFP was originally available or released. For example, if you know the names and addresses or fax numbers of all the potential Respondents, you should mail or fax a copy of any such amendment.

Changes to this document must be discussed with the City Attorney's Office and the Contract Services Division of Asset Management. Your legal counsel must be given an opportunity to review the final RFP before it is released, in sufficient time to allow comments and revisions.

This template and its attachments may be modified from time to time. To ensure that you are using the most up-to-date version, download the document from the Contract Services Division website before each use, or contact the Contract Services Division for verification that the document has not been changed.

# CITY OF SAN ANTONIO

[Insert name of department issuing RFP]



## REQUEST FOR PROPOSAL ("RFP")

for

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<sup>1</sup> This Table of Contents is provided as a sample only. Revise the Table of Contents for your RFP to conform to the sections and attachments you include. Insert page numbers when the document is complete.

## I. BACKGROUND

*Give a general description of the project for which you are seeking outside services and of the services themselves, and any other information you wish the Respondent to consider when submitting its proposal.*

The City of San Antonio (“City”) seeks Proposals from qualified Respondents interested in providing the services as described in this RFP.

## II. SCOPE OF SERVICES

*This section should identify the services or tasks the Respondent is expected to perform. Provide enough information for the Respondent to understand the extent of the services required.*

*Include any other requirements peculiar to the service being procured after this section. See “Alternative Provisions” attached hereto. If you do so, renumber this RFP accordingly.*

*If your project involves a “public work”, you will need to include provisions for a performance bond, payment bond, worker’s compensation provisions and prevailing wage rates. A public work is defined by Texas Gov’t Code Section 2253.001 as a “contract for constructing, altering, or repairing a public building or carrying out or completing any public work.” Texas Gov’t Code Section 2258.002 requires the use of prevailing wage rates in contracts for construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. **Most projects for which these rules apply are required to be competitively bid. However, if you think your project may involve a public work, please consult with the City Attorney’s Office to determine applicability and necessity of these provisions.***

## III. TERM OF CONTRACT

<sup>2</sup>*Include a provision describing the anticipated term of the contract. Remember that ordinances become effective on the 10<sup>th</sup> day after passage by City Council. Sample language follows, but should be modified depending on your project and funding. Seek assistance from your legal advisor.*

*Sample: The anticipated term of the proposed contract is 36 months from the effective date of City Council approval.*

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<sup>2</sup> You will not need to include this provision if you have attached a contract in substantially final form, which includes a provision as to contract term.

*Sample: A contract awarded in response to this RFP will be for a two (2) year period. The City shall have the option to renew for an additional two (2) years upon City Council approval.*

#### **IV. PRE-PROPOSAL CONFERENCE**

<sup>3</sup>A Pre-Proposal Conference will be held at *[insert address]* on *[insert date]* at *[insert time, including a.m. or p.m.]*. Respondents are encouraged to prepare and submit their questions in writing \_\_\_ calendar days in advance of the Pre-Proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date, may be distributed at the Pre-Proposal Conference and posted on the City's website at <http://www.sanantonio.gov/rfp>. Respondents who do not have access to the Internet must notify City in accordance with Section \_\_\_\_, Restrictions on Communication, if Respondent wishes to receive copies of City's responses by mail. Attendance at the Pre-Proposal Conference is optional/mandatory *[select one]*. *If attendance is mandatory, add:* City will not consider proposals received by Respondents who fail to attend the Pre-Proposal Conference.

#### **V. PROPOSAL REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence:<sup>4</sup>

- A. <sup>5</sup>EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.
- B. <sup>6</sup>RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE: Completed Respondent Qualification General Questionnaire. (Attachment \_\_)
- C. DISCRETIONARY CONTRACTS DISCLOSURE: Completed Discretionary Contracts Disclosure Form. (Attachment \_\_) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.
- D. LITIGATION DISCLOSURE: Completed Litigation Disclosure Form. (Attachment \_\_) If Respondent is proposing as a team or joint venture, then all parties to that team or joint venture shall complete and return this form with the proposal.

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<sup>3</sup> Include this provision if you plan to have a pre-proposal conference. This sample language may be modified as needed. Coordinate the due date for questions for the conference with the date in the Section entitled "Restrictions on Communication".

<sup>4</sup> Include any other documents, which must be attached to a proposal to comply with your particular RFP.

<sup>5</sup> You may modify this requirement to best suit your project.

<sup>6</sup> Optional. You do not have to include this in the RFP.

- E. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) POLICY REQUIREMENTS. Completed SBEDA forms (Attachment \_\_\_\_).
- F. PRICING SCHEDULES: List all fees associated with the provision of services by Respondent, if selected. (Attachment \_\_\_\_)
- G. BROCHURES: Include brochures and other relevant information about Respondent you wish the City to consider in its selection.
- H. REFERENCES AND QUALIFICATIONS:
1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés of key personnel for services that Respondent proposes to perform.
  2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFP.
  3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
  4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
  5. Respondent shall provide three (3) <sup>7</sup>references, preferably from municipalities, for whom Respondent has provided services. Include current phone number for each reference.
  6. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
- I. ANNUAL FINANCIAL STATEMENT: *Depending on the nature of the service to be provided, you may want to seek a copy of Respondent's most recent annual financial statement. An audited statement is preferred. The decision of whether to include this requirement should be made in consultation with the Finance Department and the City Attorney's Office.*
- J. SIGNATURE PAGE: Respondent must complete and include Signature Page with proposal. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. (Attachment \_\_\_\_)
- K. PROPOSAL CHECKLIST: Completed proposal checklist. (Attachment \_\_\_\_)

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<sup>7</sup> Optional – you may require the Respondent to include actual letters of recommendation from references.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## **VI. AMENDMENTS TO RFP**

Changes or amendments to this RFP may be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section \_\_\_\_, Restrictions on Communication, that Respondent wishes to receive copies of amendments to this RFP by mail.

## **VII. SUBMISSION OF PROPOSALS**

- A. Respondent shall submit \_\_\_\_\_ (\_\_\_) copies<sup>8</sup> of the Proposal, the original signed in ink, in a sealed package, clearly marked on the front of the package (*name of project*). All Proposals must be received in the City Clerk's office no later than \_\_\_\_\_ p.m. central time, (*insert month, day and year*) at the address below. Any Proposal received after this time shall not be considered.

Mailing Address:

City Clerk's Office, Attn: (*list name of issuing Department*)  
P.O. Box 839966,  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: (*list name of issuing Department*)  
100 Military Plaza  
2<sup>nd</sup> floor, City Hall  
San Antonio, Texas 78205.

Proposals sent by facsimile or email will not be accepted.

- B. <sup>9</sup>Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. Font size shall be no less than 12 point type. All pages shall be double spaced and printed on one side only. Margins shall be no less than ¾" around the

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<sup>8</sup> Be sure to require enough copies for each member of your evaluation committee, one set for the Economic Development Department's Small Business Office, and one to attach to your ordinance package.

<sup>9</sup> This "proposal format" paragraph is optional, and may be modified as needed.

perimeter of each page. Maximum number pages allowed shall be \_\_\_\_\_, including required attachments. Each page shall be numbered. Electronic files shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of *[insert name of Department issuing RFP]* shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for <sup>10</sup>ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

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<sup>10</sup> You may alter this number, as needed.



## VIII. RESTRICTIONS ON COMMUNICATION

Once the RFP has been released, Respondents are prohibited from communicating with City staff regarding the RFP or Proposals, with the following exceptions:

- A. <sup>11</sup>Questions concerning this RFP shall be directed, in writing only, to the *(insert name of issuing Department)*, attn: *(insert name of contact person and title in issuing Department)*, at *(insert issuing Department's address)*. Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted at *(provide facsimile number and e-mail address)*. No inquiries or questions will be answered if received after \_\_\_\_ P.M. on \_\_\_\_\_, 20\_\_\_\_, to allow ample time for distribution of answers and/or amendments to this RFP. Respondents wishing to receive copies of the questions and their responses must notify the City's Contact Person in writing prior to the date and time the questions are due.<sup>12</sup>
- B. Respondent shall not contact City employees before an award has been made, except as set out herein. Violation of this provision by Respondent or his agent may lead to disqualification of his proposal from consideration.
- C. The City reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by City.

## IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

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<sup>11</sup> If you are having a Pre-Proposal Conference, coordinate this date with that stated in the section entitled "Pre-Proposal Conference".

<sup>12</sup> Alternatively, provided it is practical to do so, if you know the names and addresses or fax numbers of all the potential Respondents, you should mail or fax a copy of the questions and answers.

<sup>13</sup>Evaluation criteria:

A. Responsiveness to the Request for Proposal (\_\_\_\_%)

1. Requested information included and thoroughness of response.
2. Understanding and acceptance of the scope of services.
3. Acceptance of the RFP and <sup>14</sup>Contract terms.
4. Clarity and conciseness of the response.

B. Evaluation of the Proposed Pricing Schedule (\_\_\_\_%)

C. Respondent's background and capability to provide the services requested (Attachment \_\_\_\_)(\_\_\_\_%).

1. Background of Respondent.
2. Respondent's support personnel, including professional qualifications and length of time working in Respondent's capacity.
3. Relevant experience of Respondent.
4. Specific experience with public entity clients, especially large municipalities.
5. Resources available to support this project, including total number of employees, number and location of offices, number and types of equipment available.
6. References.

D. Small Business Economic Development Advocacy Program (SBEDA) (20%)<sup>15</sup>:

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs(i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

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<sup>13</sup> The weighting of the evaluation criteria must total 100%. Department may select additional criteria it chooses to evaluate the proposals. However, SBEDA must account for 20%, as required by the SBEDA Policy.

<sup>14</sup> Delete "and Contract" if no contract is attached.

<sup>15</sup> The Economic Development Department's Small Business Office will score this section.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:
  - i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
  - ii. One percent (1%) for meeting/exceeding the MBE goal.
  - iii. One percent (1%) for meeting/exceeding the WBE goal.
  - iv. One percent (1%) for meeting/exceeding the AABE goal.
  - v. One percent (1%) for meeting/exceeding the SBE goal.

## **X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- G. <sup>16</sup>City will require the selected Respondent(s) to execute the contract in substantially the form as attached with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- H. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- I. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.

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<sup>16</sup> This provision is optional and should be used when you are attaching a contract to the RFP.

- J. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent; child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Part B, Section 10 of the City’s Ethics Code. (Discretionary Contracts Disclosure – Attachment \_\_)

- K. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

## **XI. SCHEDULE OF EVENTS**

Following is a list of **projected dates** with respect to this RFP:

RFP Solicitation Period	_____
Final Questions Accepted	_____
<sup>17</sup> Pre-Proposal Conference	_____
Proposals Due	_____
Evaluations Conducted	_____
Contract considered by City Council	_____

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<sup>17</sup> Delete if you are not having a pre-proposal conference.

## **ADDITIONAL PROVISIONS<sup>18</sup>**

### **\_\_\_\_\_. OWNERSHIP AND LICENSES** *(after Section \_\_\_\_ . SCOPE, if applicable)*

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

### **\_\_\_\_\_. CERTIFICATIONS** *(after Section \_\_\_\_ . SCOPE, if applicable)*

Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

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<sup>18</sup> Consult your legal counsel as the applicability and use of these provisions.

\_\_\_\_\_. **PERFORMANCE BOND**  
(after Section \_\_\_\_\_. SCOPE, if applicable)

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price as estimated by projection of the City. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the Obligee for all damages or losses resulting from the Principal's default. Said bond shall further guarantee the Principal's performance of all terms and obligations under the contract awarded. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. The bond must be executed and delivered to City prior to commencement of work under the contract awarded pursuant to this RFP.

*Additional language for this or other types of bonds may be required. Therefore, it is recommended that you consult with City Attorney's Office and Risk Management Division prior to completing these provisions.*

\_\_\_\_\_. **INTELLECTUAL PROPERTY**  
(after Section \_\_\_\_\_. SCOPE, if applicable)

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:
  - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
  - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

- Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- that the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the City's negligent act or omission, and
- that the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

**ATTACHMENT \_\_**

**<sup>19</sup>RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE**

*Include all questions you wish to inquire of the Respondent, which are not otherwise answered or contained in other information sought through the RFP.*

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<sup>19</sup> *The attached questionnaire is provided as a sample only, and should be modified as needed for your particular project.*



RESPONDENT QUALIFICATION  
GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: \_\_\_\_\_
2. Address: \_\_\_\_\_  
\_\_\_\_\_
3. Telephone/FAX: \_\_\_\_\_
4. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?  
Yes\_\_\_\_ No\_\_\_\_
5. Is your Company authorized and/or licensed to do business in Texas?  
Yes\_\_\_\_ No\_\_\_\_
6. Where is the Company's corporate headquarters located? \_\_\_\_\_
7. a. Does the Company have an office located in San Antonio, Texas?  
  
Yes\_\_\_\_ No\_\_\_\_  
  
b. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?  
  
\_\_\_\_ (years) \_\_\_\_ (months)  
  
c. State the number of full-time employees at the San Antonio office. \_\_\_\_\_
8. a. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?  
  
Yes\_\_\_\_ No\_\_\_\_  
  
b. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?  
  
\_\_\_\_ (years) \_\_\_\_ (months)  
  
c. State the number of full-time employees at the Bexar County office. \_\_\_\_\_
9. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes\_\_\_\_ No\_\_\_\_

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

10. Indicate person whom the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

#### 11. Surety Information

Have you or the Company ever had a bond or surety canceled or forfeited? Yes ( ) No ( ).  
If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. \_\_\_\_\_

\_\_\_\_\_

#### 12. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No ( )

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. Provide any other names under which your business has operated within the last 10 years.

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT \_\_**

**DISCRETIONARY CONTRACTS DISCLOSURE FORM**

# City of San Antonio

## Discretionary Contracts Disclosure\*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2  
Attach additional sheets if space provided is not sufficient.  
State "Not Applicable" for questions that do not apply.

*This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below before the discretionary contract is the subject of council action, and no later than five (5) business days after any change in which information is required to be filed.*

### Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

(2) the identity of any **business entity**<sup>1</sup> that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

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### Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

### Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title:  Company:	Date:

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<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**ATTACHMENT \_\_**  
**LITIGATION DISCLOSURE FORM**

## **LITIGATION DISCLOSURE**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

**If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**

<sup>20</sup>ATTACHMENT \_\_

*Option 1*

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY  
(SBEDA) POLICY**

***For Use with Contracts Between \$25,000 - \$200,000***

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<sup>20</sup> You must select which set of SBEDA forms to use for your RFP. Option 1 should be used for contracts, the value of which is estimated to be between \$25,000--\$200,000. Option 2 should be used for contracts, the value of which is estimated to be over \$200,000.



## ATTACHMENT \_\_

### **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)**

*For Use with Contracts Between \$25,000 - \$200,000*

1. **Small Business Participation**

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.

- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

**Prime Contractor Y** compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

**4. List of Subcontractors Required**

Proposals shall include a List of Subcontractors (ATTACHED), which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

**5. MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3900 or FAX: (210) 207-8151.

Less 200/Rev. 1/17/2003

## LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, \_\_\_\_\_, as part of the procedure for the submission of bid/proposals on a project known as \_\_\_\_\_, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	MBE-WBE-AABE CERTIFICATION NUMBER	SBE (Y/N)	REASON FOR REJECTION

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Certified List of Subcontractors form).

### AFFIRMATION

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ATTACHMENT \_\_**

***Option 2***

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY  
(SBEDA) POLICY**

***For Use with Contracts Over \$200,000***

## ATTACHMENT \_\_

### **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)**

*For Use with Contracts Over \$200,000*

1. **Small Business Participation**

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Economic Development Advocacy Provisions:

- a. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.

- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:



	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	33%
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Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

**Prime Contractor Y** compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

#### 4. **Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **SBEDA Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3900 or FAX: (210) 207-8151.

## GOOD FAITH EFFORT PLAN

NAME OF COMPANY: \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

1. Indicate all MBE-WBE-AABE-SBE subcontractors proposed for this contract. (Use additional sheets as needed.)

[illegible]

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

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3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

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4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

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6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

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*Good Faith Effort Plan*

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

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10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

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SIGNATURE OF AUTHORIZED OFFICIAL

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TITLE OF OFFICIAL

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DATE

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PHONE

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**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:                      Approval \_\_\_\_\_                      Denial \_\_\_\_\_

Action Taken:                              Approved \_\_\_\_\_                      Denied \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT

**ATTACHMENT \_\_**

**PRICING SCHEDULE**

State any and all fees you would charge to provide all services listed in this RFP if awarded a contract pursuant to this RFP.

## ATTACHMENT \_\_\_\_

### INSURANCE REQUIREMENTS

*(When discussing your insurance requirements with the Risk Management Division and your legal counsel, be sure to inquire whether any performance, payment or other surety bonds or performance deposit would be appropriate for your contract.)*

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected Respondent shall furnish an original completed Certificate(s) of Insurance to the (list name and address of issuing Department, Attn: \_\_\_\_\_), which shall be clearly labeled (list the name of the RFP or Project for which you are procuring the services) in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to the (list name of issuing Department, Attn: \_\_\_\_\_), and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review these insurance requirements during the effective period of the Agreement and any extension or renewal thereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager, based upon changes in statutory law, court decisions or circumstances surrounding the Agreement, but in no instance will City allow modification whereupon City may incur increased risk.

Respondent's financial integrity is of interest to the City, and, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City.

*List types and amounts of insurance coverages required*  
*(this information to be completed in consultation with Risk Management)*

The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies. Respondent shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of Insurance to City at an address provided by City within ten (10) days of the requested change. Respondent shall pay any costs incurred resulting from said changes.



Respondent agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officials, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by City, Respondent shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if Respondent knows of said change in advance, or ten (10) days notice after the change, if the Respondent did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following addresses:

City of San Antonio  
Risk Management  
(include Name of Project)  
P. O. Box 839966  
San Antonio, Texas 78283-3966

City of San Antonio  
[insert Name of Issuing Department]  
(include Name of Project)  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If Respondent fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have and is not the exclusive remedy for failure of Respondent to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work under the Agreement, and/or withhold any payment(s) which become due to Respondent thereunder until Respondent demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under the Agreement. It is agreed that Respondent's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this contract.

ATTACHMENT \_\_

<sup>21</sup>INDEMNIFICATION REQUIREMENTS

<sup>22</sup>RESPONDENT, if selected, covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, , any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT, if selected, to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT, if selected, further AGREES TO

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<sup>21</sup> You may NOT use this indemnity for contracts involving architects or engineers. Consult Risk Management and your legal counsel if you wish to change this indemnity provision.

<sup>22</sup> Do NOT change this formatting of this provision.

DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

**ATTACHMENT \_\_\_\_**

**SIGNATURE PAGE**

“✓” Check box that indicates business structure of Respondent

- ☐ Individual or Proprietorship
- ☐ Partnership or Joint Venture
- ☐ Corporation

The undersigned certifies that (s)he is \_\_\_\_\_ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

\_\_\_\_\_  
11-digit Comptroller's Taxpayer Number

\_\_\_\_\_  
Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: \_\_\_\_\_

By: \_\_\_\_\_

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

\_\_\_\_\_  
Employer Identification Number

By signature above, Respondent agrees to the following:

1. <sup>23</sup>If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in Attachment \_\_\_\_, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in Attachments \_\_\_\_ & \_\_\_\_.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a General Questionnaire and with understanding failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

<sup>23</sup> Delete this provision if there is no contract attached to the RFP.

<sup>24</sup>ATTACHMENT \_\_

**PROPOSAL CHECKLIST**

This checklist is to help the Respondent ensure that all required documents have been included in its proposal.

Document	Check or Initial to Indicate Document is Attached to Proposal
Executive Summary	
Respondent Qualification General Questionnaire (Attachment __ in RFP)	
*Discretionary Contracts Disclosure (Attachment __ in RFP)	
Litigation Disclosure (Attachment __ in RFP)	
*List of Subcontractors (Attachment __ in RFP)	
*Good Faith Effort Plan (Attachment __ in RFP)	
Pricing Schedule (Attachment __ in RFP)	
References and Qualifications (Proposal Requirements Section of RFP) <ul style="list-style-type: none"> <li>• résumés of key personnel</li> <li>• 3 references</li> </ul>	
<sup>25</sup> Annual Financial Statement	
Proposal Checklist	
*Signature Page	
<sup>26</sup> __ Copies of Proposal	

**\*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**

<sup>24</sup> This checklist is provided as a sample only. Revise the Proposal Checklist for your RFP to conform to the documents you are requiring of the Respondent.

<sup>25</sup> If you have required an audited financial statement as part of your RFP, the statement must also be signed.

<sup>26</sup> Insert number of copies of proposal required by your RFP.